

REMARKS

The courtesy extended to Applicant's undersigned attorney by Examiner Fetsuga in the telephonic interview of January 19, 2005 is hereby acknowledged, with appreciation.

During the course of the telephonic interview, the foregoing amendments were explained to the Examiner and the references relied upon in the Office Action of October 22, 2004 were briefly discussed. Applicant's attorney explained that the amended Claims distinguish from the references in the definitions now appearing in the claims, which call for the automatic fill device and the overflow drain device to be either secured to a common support member, or connected in fixed relationship to each other, for elevational movement relative to the chamber or tank; whereby the height of the automatic fill device and overflow drain device are simultaneously adjustable. It was explained, in particular, that the device 56 of Whitten, Jr. '111 was fixed relative to the tank within which it is received. While not discussed in detail, it should be appreciated that the Schmidt and St. Ledger patents also do not show Applicant's claimed mounting arrangement which is elevationally adjustable relative to the tank within which it is received.

Applicant's attorney also explained that the amendments delete the reference in the claims to "not restricted by any attachment to the tank" and to "selectively movable;" thus obviating the rejections under 35 USC 112. He also observed that the Examiner's prior indication that Claim 11 was allowable as to subject matter appeared to be predicated upon the attachment of the automatic fill device and overflow drain device to common adjustable member (original defined as an adjustable plate), and argued that this suggested that the remaining claims, as now amended, should be similarly allowable.

Regarding the amendments to Claims 11 and 12, Applicant's attorney explained that these were for the purpose of defining the common adjustable member to which the automatic fill device and overflow drain device are attached, without limiting the member to being a plate. With this amendment, Applicant's attorney agreed that Claims 13 and 14 could be cancelled as being redundant.

The foregoing amendments to the specification are made to provide clear antecedent basis for the terminology now found in the claims. These amendments are addressed to terminology only, and do not substantively alter the original disclosure.

At the conclusion of the interview, the Examiner agreed to reconsider the claims, as amended. No agreement was reached as to the allowability of the claims. Applicant's attorney observed, however, that Claims 7, 11, 12 and 17, as previously presented, had been indicated as being allowable as to subject matter.

In view of the foregoing, Applicant respectfully submits that, upon reconsideration, the claims remaining in the present application should be found allowable.

Respectfully submitted,

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